

DURHAM



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CITY OF MEDICINE

TERM CONTRACT FOR PIPE REPAIR PATCH KITS

Bid No. 5-138-11

**City of Durham
Finance Department
Purchasing Division**



CITY OF DURHAM

Finance Department

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701

919.560.4132 | F 919.560.4325

www.durhamnc.gov

Notice to Prospective Bidders

Term Contract for Pipe Repair Patch Kits

Bid No. 5-138-11

The City of Durham Purchasing Division will hold a prebid conference on the **19th of July at 2:00 p.m.**, in the Finance Conference Room, 101 City Hall Plaza (Annex), Durham, North Carolina.

All Sales representatives are cordially invited to attend. Enclosed for your convenience is a copy of the Bid Proposal and Specifications. Any questions may be referred to Chris Bernat, Purchasing Agent, at 919-560-4132, ext. 18224, or by e-mail at chris.bernat@durhamnc.gov.

INSTRUCTIONS TO BIDDERS

1. This bid includes the following:
 - Instructions to Bidders
 - Equal Employment Opportunity Requirement
 - Special Conditions (When required)
 - Specifications (When necessary)
 - Bid Proposal Form
 - Contract Form (When required)
 - Small and Disadvantaged Business Enterprise (SDBE) Forms (When applicable)
2. Bids will be opened at the time and place shown on the enclosed Bid Proposal Form. Late bids will not be considered.
3. Bids will be examined promptly after opening and an award made at the earliest possible date. No bids may be withdrawn, however, until 90 days after bid opening date.
4. Submit bids only on the bid proposal form(s) provided herein.
6. The City Council normally takes official action on bids within 3 or 4 weeks after the bid opening date. The council meets officially at 7:30 p.m., the first and third Monday nights of each month in the City Council Chambers of City Hall.
7. **AWARD OF BID:** Bids shall be awarded to the lowest responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
8. Each bid must be submitted in a sealed envelope, showing the bid title, date and time of opening on the front of the envelope.
9. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
10. **TAXES:** Do not include taxes in bid figures. Successful bidders should add sales tax to their invoice when billing the City. The City is exempt from Federal excise tax and will issue a Federal exemption certificate.
11. **INFORMATION:** Questions concerning bid requirements or specifications should be directed to the City Purchasing Division, 101 City Hall Plaza (Annex), Durham, NC, 27701, or by telephone at 919-560-4132. All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. **Verbal information obtained otherwise will not be considered in awarding of bids.** No changes to specifications will be permitted within ten days prior to the bid opening.

INSTRUCTIONS TO BIDDERS

12. The Equal Employment Opportunity Statement which appears herein is a condition of the contract. The contract must be signed by the successful bidder and the City; and the successful bidder must comply with the equal employment opportunity condition.
13. It is the City's policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend bid openings.
14. **ALTERNATE BIDS:** Do not submit alternate bids unless called for on the bid proposal form. When alternate bids are requested the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications.
15. In the event of a tie bid, and all terms, deliveries, etc. are the same; a drawing certified by the City Clerk will choose the successful bidder. Preference to a bidder will be given only in the event one of the tie bids is that of a local vendor.
16. The General Statutes of the State of North Carolina, the Charter of the City of Durham, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
17. **ESCALATION CLAUSES (Term contracts only):** Bids containing escalation clauses may be considered; however, there must be a **maximum figure** for escalation shown or a method of computing the total cost over a specific period. When escalated prices are not permitted, it will be stated on the enclosed special conditions page. The City reserves the right to cancel any contract which contains a price escalation clause by giving 30 days written notice of such cancellation.
18. The City reserves the right to reject any or all proposals. It further reserves the right to waive formalities and technicalities in so far as it is authorized to do so where it deems it advisable in protection of the best interest of the City.
19. Questions concerning Small and Disadvantaged Business Enterprise (SDBE) requirements (when applicable) should be directed to the City's Equal Opportunity/Equity Assurance Department, telephone (919) 560-4180.
20. The City of Durham encourages participation from Minority (MBE), Women (WBE), and Disadvantaged (DBE) business suppliers.
21. All contractors receiving awards must be compliant to the City of Durham procedures, which include obtaining a City of Durham Privilege License. To obtain a Privilege License, call (919) 560-4700 or visit our web site at http://www.durhamnc.gov/departments/finance/business_license.cfm.

INSTRUCTIONS TO BIDDERS

22. Assistance in completing bid forms is available by contacting the City Purchasing Office, telephone (919) 560-4132.

Lynette McRae

Purchasing Supervisor

Chris Bernat

Purchasing Agent

Raushan Gross

Purchasing Agent

THANK YOU FOR YOUR INTEREST IN THE CITY OF DURHAM

BID PROPOSAL FORM

(Use this form only)

May 10, 2011

Bid No. 5-138-11

The CITY OF DURHAM invites your bid for its Term Contract Requirements for Pipe Repair Patch Kits to be opened at 2:00 p.m., July 28, 2011, in the PURCHASING DIVISION, 101 City Hall Plaza (Annex), Durham, North Carolina 27701.

Use this form only, for submitting bids. In submitting your proposal, keep in mind any alternations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be bid in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The City reserves the right to reject any or all proposals.

If the City of Durham issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that Bid Number.

Return the following: Bid Proposal Form(s), Bid Deposit (if required), Documentation (if required), SDBE data forms, and Warranty (if applicable) to the City of Durham Purchasing Division, 101 City Hall Plaza (Annex), Durham, North Carolina 27701.

Complete all three boxes. Failure to give specific information may nullify bid.

Payment Terms _____	Delivery to be _____ days after receipt of order.	Method of Delivery: ___ Truck ___ Rail ___ Other (specify) _____	Deliveries to be F.O.B. DESTINATION
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Durham in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date_____

OFFICIAL LEGAL NAME OF BIDDER

The following are enclosed: (check all applicable)

_____	ADDRESS
_____ Brochures	CITY STATE ZIP CODE
_____ Warranty	AUTHORIZED SIGNATURE
	PRINT NAME TITLE
	(____) (____)
	TELEPHONE NO. FAX NO.
	FEDERAL I.D. NUMBER

BID PROPOSAL FORM

(Use this form only)

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
200 kits	8" x 24" Pipe Patch Repair Kit*	\$_____ per kit	\$_____
40 kits	8" x 48" Pipe Patch Repair Kit*	\$_____ per kit	\$_____
10 kits	10" x 24" Pipe Patch Repair Kit*	\$_____ per kit	\$_____
		Total Extended Price	\$_____

Type Of Resin Supplied
(i.e. silicate, epoxy, other--please specify)_____

*Repair Kit shall consist of the following items: minimum of one (1) Fiberglass Mat, minimum of one (1) Plastic Work Surface Protection Sheet, minimum of four (4) Pair of Disposable Gloves, minimum of one (1) Plastic Bladder Packer Protection Sleeves, minimum of one (1) Hard Plastic Mixing Spatula/Trowel, minimum of four (4) Plastic/Nylon Zip/Cable Ties, separate epoxy resins for mixing, installation/application instruction sheet with working and cure times and temperatures, and a MSDS Sheet.

SPECIFICATIONS

The City utilizes a “local” sectional repair kit system to repair pipeline cracks, holes, and joint separations, by inserting a silicate resin coated fiberglass mat that is centered and held in place on a repair area by an inflatable bladder and push rod system. The resin and fiberglass harden to repair and seal the damaged area and create a structurally sound new pipe.

1. A Pipe Patch Repair Kit shall consist of the following items:
 - a. Minimum of one (1) Fiberglass Mat
 - b. Minimum of one (1) Plastic Work Surface Protection Sheet
 - c. Minimum of four (4) Pair of Disposable Gloves
 - d. Minimum of one (1) Plastic Bladder Packer Protection Sleeves
 - e. Minimum of one (1) Hard Plastic Mixing Spatula/Trowel
 - f. Minimum of four (4) Plastic/Nylon Zip/Cable Ties
 - g. Separate resins for mixing, premeasured for patch/kit size
 - h. Installation/application instruction sheet with working temperatures and cure times
 - i. MSDS Sheet
2. Resin must meet or exceed the following properties:
 - a. Average tensile strength of 35,000 psi
 - b. Average flexural strength of 37,000 psi
 - c. Average flexural modulus of 1,300,000 psi
3. Resin must also meet or exceed the structural performance requirements of ASTM F 1216
4. Resin must be non-flammable, odorless, and non-hazardous and contain no VOC's or Styrenes
5. Resin must bond with PVC, Clay, Concrete, and C.I.P.P. type pipes
6. Resin must provide a minimal exothermic reaction at a temperature of 73°, and chemical reaction temperature must not to exceed 110°
7. Resin must be safe to touch and safe for contact with packing equipment
8. Resin must cure in the presence of water
9. Total resin cure time must not exceed 2-1/2 hours at a temperature of 73°
10. Fiberglass mat must have a thickness of .056 inches and must be a knitted 100% fiberglass biaxial/chopped strand combo mat
11. Warranty terms and conditions must be submitted in writing with the bid. A Warranty is required and must insure against the structural failure of a properly

SPECIFICATIONS

prepared and installed pipe patch. The contractor will replace the pipe patch kit at no charge if a patch fails before the agreed upon term of the warranty.

GENERAL CONDITIONS

1. Contract period shall be for twelve (12) months.
2. The City of Durham reserves the right to extend the contract period for one (1) or two (2) additional years based on the initial bid submitted, upon mutual consent of the City of Durham and the contracted vendor.
3. Either party upon thirty (30) days written notice may terminate the contract.
4. **ALTERNATE BIDS:** Alternate bids are accepted. The bidder submitting an alternate, exception, or deviation to the requested specifications, must submit written documentation as a part of their bid to show that the alternate product's specifications are comparable to the specifications requested in this bid. Insert additional pages as necessary.
5. **TEST SAMPLE:** The successful bidder will be required to provide a sample pipe patch repair kit for the City to sample and test. An additional, on-site test demonstration, on a damaged pipe of the City's choosing, may also be required by the successful bidder before award of the contract.
Sample kit will be sent to: Steve Miller, Assistant Superintendent, Water & Sewer Maintenance Division, City of Durham, 1100 Martin Luther King Jr. Parkway, Durham, North Carolina 27707.
6. The successful bidder will be available during the term of contract for training and service as required.
7. The responsibilities under this (proposed) contract are that the City of Durham is obligated during the period stipulated to purchase all of its "normal requirements" of the products and/or services indicated in this bid document from the contracted vendor. The contracted vendor is obligated to supply the quantities and/or services, which the City of Durham requires for its operations.
8. The quantity requirements stated herein are approximate, based on historical data, but actual usage may vary.
9. The City reserves the right to add new sizes during the contract period as deemed necessary to the operation of the City. Any additional pipe patch kits required during the contract period will be made available at the same discount level as included with this bid.
10. If the vendor fails to render reasonably prompt delivery, the City may purchase such requirements on the open market and/or terminate the contract for default forthwith and no damage will accrue.

GENERAL CONDITIONS

11. It is understood that any item offered under this contract shall be new and in first class condition.
12. The City reserves the right to return items for credit purchased during the contract period which have become obsolete for the City's needs. Provided that these items are unopened, unused, in original cartons, and in marketable condition, no restocking or handling fee will be charged for any returned items.
13. Inquiries and/or questions concerning this bid shall be directed to Chris Bernat, Purchasing Agent at 919-560-4132, ext. 18224, or by e-mail at chris.bernat@durhamnc.gov.

EEO PROVISIONS

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

NON-DISCRIMINATION PROVISION

"The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts."



CITY OF DURHAM

SMALL DISADVANTAGED BUSINESS ENTERPRISE

PROCUREMENT FORMS



Equal Opportunity/ Equity Assurance Department

Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701

Street Address:

302 E. Pettigrew Street
Suite C-180
Durham, North Carolina 27701

Phone: (919) 560-4180

Facsimile: (919) 560-4513

SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE PROCUREMENT DOCUMENTATION

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Complete this page

DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/ vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

Complete this page

MANAGERIAL PROFILE

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees		
NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

Complete this page

EQUAL OPPORTUNITY STATEMENT

(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

Employment Category	Total Employees	Total Males	Total Females	MALES					FEMALES				
				White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (*See instructions for this form on whether this part is required.*)

Employment Category	Total Employees	Total Males	Total Females	MALES					FEMALES				
				White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

PURCHASE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

DRAFT COPY DO NOT COMPLETE

THIS CONTRACT, made and entered into this XXX day of XXX, for **Pipe Patch Repair Kits** between the **City of Durham**, a N.C. municipal corporation ("City") and XXX the ("Seller"), whose principal office and place of business is at the following address XXX.

If seller is a corporation or limited partnership, Seller is organized under the laws of the State of _____.

IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in the attachments and in accordance with section 3 below, agrees to sell and to deliver to the City, at the times, in the quantities and quality, at the prices, and to the places, the goods described in the following attachments that are made a part of this contract:

_____ Advertisement	_____ Instructions to Bidders	_____ General Conditions
_____ Proposal	_____ Special Conditions	_____ Specifications and General Req
_____ Performance Bond	_____ Sections 6, 7, and 8 on the reverse hereof	
_____ EEO Provisions	_____ Non-Discrimination Provision	

2. This contract is known as Bid No. 5-138-11 in the files of the City's Purchasing Division.

3. This is a requirements contract to provide the quantities of goods required by the City from _____ to ("Initial Period"), unless that period is changed as provided in this contract. The estimated sum to be paid by the City under this contract for the Initial Period is \$ _____.
The sum to be paid under this contract is \$ _____.

WHEREFORE, City has caused this contract to be executed under authority of its City Council, and Seller (if corporate) has executed this contract under seal by authority of its board of directors; if not corporate, the Seller has executed this contract under seal pursuant to proper authority.

ATTEST:

CITY OF DURHAM

.....

IF SELLER IS NOT A CORPORATION

Notary Public

Type or print name of Seller

(See instruction 3(b) on reverse.) Affix notarial seal. by: _____(Seal)
My commission expires: _____
Signature

.....

IF SELLER IS A CORPORATION

ATTEST:

Corporate Secretary

Type or print the correct name of corporation

(Affix Corporate seal)

by: _____
President or Vice President

.....

Instructions for Completing Contract Documents

1. This contract must be executed in duplicate originals and returned within 30 days to the City's Purchasing Department for execution by the City. One original will be returned to your firm and the other will be filed with the City Clerk.
2. If the Seller is a corporation...
 - (a) An original corporate seal must be affixed.
 - (b) The correct corporate name must be used. If a division of the corporation is involved, the corporation itself should execute the contract.
 - (c) This signature must be that of one of the following: (1) the President, (2) Vice President, or (3) a person authorized by the board of directors to execute contracts in general or this particular contract.
 - (d) If someone other than the President or Vice President signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy must be certified by a corporate secretary, with the corporation's seal impressed on it. A document in the following form will comply with these requirements, although other forms may also be acceptable:

Resolution Authorizing Execution of Contracts

RESOLVED, that [insert name of person authorized to sign] shall have authority to enter into contracts with, and to execute performance bonds for the benefit of, the City of Durham, N.C., in the name of and on behalf of [insert corporation's name] related to City of Durham Bid No. [insert bid number].

I, a Secretary or Assistant Secretary of the corporation whose name is indicated hereinabove, certify that the foregoing is a true copy of a resolution of duly adopted by the Board of Directors of said corporation, and that said resolution is still in effect.

This the _____ day of _____, 20____.
(Affix corporate seal)

Secretary or Assistant Secretary

3. If the Seller is not a corporation...
 - (a) The individual owner or partner must sign.
 - (b) The notary public's signature will be understood to mean that the notary certifies that the person whose signature is to the right of the notary's signature appeared before the notary and acknowledge the execution of the contract.
4. WHEN A PERFORMANCE BOND IS REQUIRED - (a) The principal amount is the full amount of the contract. (b) The form provided by the City must be executed by a corporate surety **authorized to do business in North Carolina**. The N.C. resident agent's name and address and the surety's address must be shown. (c) The Power or Attorney for the surety's Attorney in Fact must be attached to the bond. The surety's corporate secretary must indicate that the Power of Attorney is still in effect. The surety's corporate seal must be actually impressed on the Power of Attorney. (d) The Attorney in Fact's signature must be notarized. Contact the Purchasing Department if you need a notarization form. (e) the seller must execute the bond, using instructions 2 and 3 above as to how to do so.
5. Don't alter the documents without first obtaining authorization from the City's Purchasing Department.
6. Warranties and Indemnification. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for City the right to continue using the products furnished under this contract. (The preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)
7. The individuals executing this contract warrant that they have authority to execute this contract on behalf of the Seller.
8. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.